# BENGALURU METROPOLITAN TRANSPORT CORPORATION

**INVITES**

**TENDERS**

**FOR**

**SELECTION OF LICENSEE FOR HOUSEKEEPING INCLUDING PAY & USE TOILET COMPLEX AT VARIOUS BUS STATION.**

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**NOTICE INVITING TENDER (NIT)**

**FOR**

**SELECTION OF A LICENSEE FOR CLEANING & MAINTENANCE OF BUS STATION PREMISES INCLUDING PAY & USE TOILET COMPLEX AT VARIOUS BUS STATIONS IN BMTC**

(Through Karnataka Public Procurement Portal only https://www.kppp.karnataka.gov.in )

Tender Reference No: [01/2024-25] Dated: [10/06/2024]

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| Date and time of and availability of Tender Document | From [10/06/2024] to [01/07/2024] upto 17:00 IST to be downloaded from the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in |
| Last date for submission of online Tenders on Karnataka Public Procurement Portal | On [ 01/07/2024] upto [17:00] IST |
| Date and Time for opening of Financial Tender on the Karnataka Public Procurement Portal | 03/07/2024 |
| Validity of Tenders | 180 days from the last date for submission of Tenders |
| Period for License | 36 (thirty six) months unless extended by the Licensor for an additional period of upto maximum of 1 (One) year as per the discretion of Licensor. |
| Address for Communications | Chief Traffic Manager (Com),<br>Bengaluru Metropolitan Transport Corporation,<br>K H Road, Shanthinagar, Bengaluru - 560027. |

Tender Terms & Conditions For Selection of Licensee/Contractor for Cleaning & Maintenance of Bus station premises including Pay & use Toilet Complex at BMTC Various Bus Stations.

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| 1. | **Pre-Qualification Criteria:**<br>i. The bidder should have valid registration/License with Regional Labour Commissioner PF and ESI.<br>ii. The bidder should have registered office in Bangalore. |
| 2. | **Period of Contract:**03 (Three) years from the date of agreement and extendable 1 year based on satisfactory performance of License with 10% escalation in the License fee.<br>I. The License Period for Grant of Cleaning Contract/License is for a period of 03(Three) years subject to 10% escalation in license fee for the second year. However the first escalation in respect of new licensees selected in the middle of the year escalation will be calculated at rate equal to the number of completed months left from the month of commencement of license to the month of January at the rate of 1% of the initial license fee for every completed month of license period subjected to a maximum of 10%. Licensee is liable to pay additional security deposit equivalent to 06(six) times the escalated license fee within the end of December up to the end of the license period. |
| 3. | **Earnest Money Deposit**: - The EMD shall be paid as mentioned in ANNEXURE-I through e-procurement mode only. The EMD do not carry any interest. |
| 4. | **Security Deposit:** An amount equivalent to **06 (Six)** months contractual amount shall be paid by way of Demand Draft in favor of the **CAO BMTC Bengaluru** towards performance security. The Security deposit is liable to be forfeited either in full or in part if the bidder fails to carry out the work as per the terms and conditions of the assignment letter / agreement or in case of non settlement of claims. The Security deposit does not carry interest. The Security deposit will be refunded only after the successful completion of contract period or termination of contract duly recovering the dues to the corporation if any. |
| 5. | **Man Power deployment:** The cleaning contractor/Licensee shall deploy as per requirement to keep the premises clean. |

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| 6. | Highest offer received in the tender shall be criteria for selection of bidder. |
| 7. | **Electricity & Water Charges:**<br>i. BMTC will provide water for use of inmates/ cleaning of crew rest rooms, BMTC office, and for the cleaning of the bus stand premises. BMTC will provide Electricity needed for the cleaning of bus stand premises.<br>ii. Whenever the water is supplied from BMTC from its own source for Toilet Complex the contractor shall pay 2% of the License fee towards the Water charges or as per the units consumed.<br>iii. In Case water is supplied by BWSSB the licensee shall pay the charges of water consumed proportionate to the units consumed (as per the meter/sub meter readings) as per the bill raised by BWSSB and shall not allow any arrears accrue.<br>iv. If the Electricity and water is supplied by BMTC, the jurisdictional Depot manager/Bus stand in charges shall raise the bills on completion of the month to ensure the payment of bills within 15 days from the receipt of the same. Delay and part payment lead to simple penal interest at 18% pa.<br>v. If BMTC could not supply water to the contractor, the contractor shall make his own arrangements for the maintenance of housekeeping and toilet maintenance. |
| 8. | The monthly license fee shall be payable along with applicable Goods &service tax for the completed month shall be paid on or before 5$^{th}$ day of next month. In case of delay or part payment licensee is liable to pay simple interest at 18% per annum. Nonpayment of license fee by the Licensee for a consecutive three months or nonpayment of arrears amount equivalent to three months licensee fee the licensor reserves the right to terminate the contract and the security deposit held in the Corporation shall be forfeited. |
| 9. | The tendered rate shall be exclusive of all taxes, levies, cost of manpower, Provident Fund & ESI contributions of labour engaged in performance of cleaning contract/license, equipment, machineries, materials and consumables required/ used for the purpose of cleaning of the premises and other incidental charges. |
| 10. | BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, E.S.I etc., in respect of the workers engaged by the cleaning contractor/ Licensee. |
| 11. | Each tender must be sent duly completed and enclosing with it the following documents.<br>i) ID Proof with Photo Copy.<br>ii) Proof of Address both Permanent and temporary.<br>iii) Experience Certificate if any.<br>iv) GST Registration Certificate.<br>v) Agency/firm should enclose company registration certificate |
| 12. | The selected bidder shall be permitted to collect of **Rs.5/- (Five)** per head from the users of the toilets in bus stand, while Urinal facility shall be provided at free of charge. The Sign boards in this regard shall be clearly displayed both in English & Kannada. |

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| 13. | The Cleaning Contractor/ licensee shall post substitute labour in case of regular worker avails weekly off / leave or abstained from duty. Totally the cleaning work shall not suffer. |
| 14. | The Cleaning Contractor/licensee is required to submit an affidavit on requisite valued stamp paper stating that at any given point of time they shall have minimum 75% of their staff from Karnataka. |
| 15. | The workers engaged for the service shall be present at the premises. In case the workers / supervisory staff is not found at the premises / work spot at the time of inspection by the officers of BMTC. BMTC reserves the right to impose fine besides initiating action to terminate the contract/license. |
| 16. | During the course of inspection, if the work is found unsatisfactory, BMTC reserves the right to impose penalty on the contractor for the unsatisfactory work rendered and initiate action to terminate the contract/license without assigning any reasons and issuing notices besides forfeiting the Security Deposit. |
| 17. | I. The cleaning contractor/licensee shall make use of their own equipment, machineries and materials for the purpose of cleaning of the premises and also make their own arrangements to shift the garbage at their own cost. The garbage/ Waste shall not be dumped in any KSRTC/BMTC Premises.<br>II. The Waste/garbage generated at the Bus stand premises shall be disposed as segregated dry & wet waste. The waste/garbage shall be disposed through the BBMP authorized waste disposal agency only. |
| 18. | The cleaning contract/licensee shall allow his agents, representatives or labours to enter into the Bus Stand for the purpose of rendering the said services. The cleaning contract/licensee shall agree and undertake to make good for loss or damage caused by his agents, representatives or labours while rendering the said services. |
| 19. | The labours engaged by the cleaning contract/licensee shall have no claim or right whatsoever before the licensor. |
| 20. | The contractor shall bear the cost of disposal of waste generated in house keeping maintenance area and The contractor shall not dump the waste in BMTC/KSRTC/ any other premises. |
| 21. | The cleaning contract/ licensee shall undertake to carry out the job as per the specification and to entire satisfaction of the licensor and inspecting officers. |
| 22. | The Licensor shall not liable for any liability, Pecuniary or otherwise arising in any manner, during the course of the performance of the said service by the cleaning contract/licensee, its agents, representatives or labours. |
| 23. | The licensor shall have the right to check, search or examine the person and the belongings of the labours, representatives and agents of the cleaning contract/licensee while entering and leaving the said premises for the purpose of rendering the services as aforesaid. |
| 24. | The cleaning staff engaged by cleaning contract/ licensee shall wear an overcoat with name badge. |
| 25. | The Licensee shall maintain a complaint / suggestion book at public notified areas for remarks of the commuters/public, and daily be |

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| | submitted to concerned bus stand in-charge or any other superior officers of the licensee. |
| 26. | The agents, representatives and employees of the Licensee shall not either interfere or cause inconvenience to the licensor in his course of administering the said premises. |
| 27. | The workers engaged by the cleaning contract licensee shall not enter into any place other than the allotted for their work. |
| 28. | The licensor shall not be responsible for any accident, injury etc caused to any worker appointed by the second party for the purpose of this contract during the course of discharging their duty under the employment of the cleaning contract / licensee. |
| 29. | The cleaning contract/licensee shall be fully responsible for any loss or damage to property of the licensor caused by any of his workers willfully or negligently or otherwise. |
| 30. | The licensor is not liable for any claim whatsoever arising out of accidents, injury, and death or any contingencies inviting liability. The cleaning contract/licensee shall bind himself to abide by any legislation rules etc in governing his workmen and shall alone is liable for any claim arising there from independently. |
| 31. | No such workman employed by the Cleaning contract/licensee has right to stay in the said premised for any hours beyond the first duty. The licensor is not liable for any of the statutory obligations arising out of the contract either written or implied between the workmen on the one part and cleaning contract/licensee on the other. |
| 32. | That on failure to tender proper services to the satisfaction or breach of any conditions mentioned herein; the licensor reserves the right to terminate the contract without giving any notice or assigning any reason. |
| 33. | The cleaning contractor/ licensee shall undertake to employ contract labour under license as required by the provisions of the contract labour (Regulations and Abolition) Act.1970 and provide welfare and health amenities as per the provisions of the Chapter V of the Act under prior intimation to the licensor. Further, the cleaning contract/licensee shall undertake to ensure that the labours engaged or covered by all the enhancements that are in force from to time. |
| 34. | The bidder will be solely responsible for managing, supervising and co-ordinating for effective performance from the entire specialized Sub-contractors engaged by you directly or Maintenance Contractor appointed by BMTC. The P&F Manager should ensure that well established specialized agency for each trade would be engaged for establishing good quality services to the entire satisfaction of BMTC and occupants. |
| 35. | The bidder shall strictly comply with the Fire Fighting Department regulations and norms. You should prepare “Do’s and Don’ts” for adhering the rules and regulations of Fire Fighting Department, CEIG, BESCOM, Pollution Control Board and to be displayed in appropriate locations at no extra cost. |
| 36. | The cleaning contractor shall not employ child labour or engage child labour to carryout cleaning work. |

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| 37. | The bidder shall post substitute labour in case of regular worker avails weekly off/ leave or abstained from duty. Totally the cleaning work should not suffer. |
| 38. | During the course of inspection of complex by the officers of the Corporation, if the work is found to be unsatisfactory, the corporation reserves the right to impose penalty for the unsatisfactory work rendered by the workers/labourers and the same will be deducted from the bill. |
| 39. | The payment of statutory contributions: Every month the selected Agency shall pay all statutory contributions like PF, ESI, PT in the name of persons deployed. Every month the contractor shall pay other statutory contributions and Taxes if any without fail. A copy of the documentary proof having paid the above contributions, Taxes shall be furnished to the BMTC. |
| 40. | The bidder has to ensure that the workers have undergone Master Health checkup twice a year copy of the same to be submitted to BMTC. |
| 41. | The wages paid to the employees engaged shall be strictly confirm to the provisions of the Minimum Wages Act pertains to Safai Karmacharis, Underground drainage, Floor, Bath room & Toilet, and other workers engaged in similar kinds of work which is existed as and when. The wages to the labourers shall be paid every month directly through RTGS/NEFT to their individual Bank account. The Successful bidder is required to provide the bank account statement or bank extract of wages paid to the labourers every month. |
| 42. | The successful bidder shall provide Identity Card (ID) to his Individual Workers and also safety equipment/gadgets like gloves, mask, apron, uniform & others as per norms. |
| 43. | The successful bidder shall make use of his own equipment and materials for cleaning the complex/ bus station/office area etc., |
| 44. | The successful bidder shall maintain the required registers, books and accounts etc., under various statutory enactment and laws applicable. |
| 45. | The successful bidder shall clean the whole premises and get certified by stand in charge/ Assistant Traffic Manager in the prescribed register. |
| 46. | Employee attendance register maintained by the agency should be certified by the stand in charge/ Assistant Traffic Manager on daily basis. |
| 47. | The bidder have to execute an agreement on requisite valued stamp paper as per Karnataka Stamp Act regarding the performance of the contract after duly depositing the prescribed interest free Security Deposit through DD drawn in favor of **CAO BMTC Bengaluru.** |
| 48. | The Corporation shall increase or decrease the area with prior notice to the agency with pro-rate change in contract amount. |
| 49. | The labour engaged for the services shall be able to address the commuters in Kannada language. |
| 50. | If the performance of the successful contractor is found to be unsatisfactory, the contract would be terminated even within the stipulated period of **Three year** without assigning any reasons and notice besides forfeiting the Security Deposit. |
| 51. | In case the selected bidder desires to withdraw the agreement within the first year, BMTC reserves the right to forfeit the entire Security Deposit. After one year the selected bidder can withdraw the agreement by giving **03 (three)** months advance notice to the Corporation. |

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| 52. | If BMTC desires to terminate the contract before the expiry period, it may do so by giving One (1) month's prior notice to the bidder. |
| 53. | **Dispute Settlement:**<br>i. In case of any dispute arising between the parties in respect of the interpretation or performance or termination of license or aggrieved by the any terms and conditions of the agreement the same shall be referred to the Managing Director of the BMTC to settle the dispute and whose decision shall be final and conclusive.<br>ii. If the dispute is not settled amicably the aggrieved party shall approach the Arbitration and Conciliation Centre, Bengaluru under the Arbitration and Conciliation Act-1996 to resolve the dispute between the parties. The decision of Arbitrator shall be final and binding on both the parties.<br>iii. Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City civil courts. |
| 54. | The Successful bidder shall comply with all the provisions of prevailing Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, M V Act and Regulation of Employment and Welfare Act or any other Act applicable. In case of consumer forum case the liability will rest with the successful bidder. |
| 55. | As per supreme court order smoking in public premises is strictly prohibited In case of violation of this clause will entail for termination of contract. |
| 56. | In case of breach of terms and condition of the agreement licensors reserves the right to terminate the contract and forfeit the security deposit. |
| 57. | **A.SCOPE OF WORK:**<br>I. The works covered under the scope of this shall include Premises and Facilities Management for BMTC bus stand premises, platforms including departure and alighting platforms, parking yard, crew rest room, BMTC office, lawn, toilet complexes, bus stand roads, bus bays and its surroundings including sub-ways.<br>II. The cleaning contractor/licensee is required to employ/engage sufficient workers and supervisory staff to carry out the cleaning contract/license.<br>III. In pay and use Toilet Complex the Licensee shall at his own cost maintain / ensure<br>a. Replace the bulbs/ tubes in public toilets.<br>b. Replace or repair in the leakage of taps.<br>c. Latches on all doors of public toilets.<br>d. Ensure proper maintenance of doors & other structures.<br>e. Water supply at all times in public toilets.<br>f. Repair/ replace the closets/pans in public toilets.<br>g. Provide mugs and buckets in public toilets.<br>h. Undertake pest control measures.<br>i. Waste management and disposal.<br>j. Put Signage's in toilets. |

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| 58. | **B. Work Detail:**<br>a) Regular cleaning and maintenance, Sweeping and mopping of floors, Bus Bays & plat forms,<br>b) Cleaning, dusting, scrubbing of floor area, passenger seats, platforms, Toilets, parking area including ramps etc.<br>c) Removal of Garbage, cleaning of structural glazing area, granite cladding removal of cobwebs over buildings, roofs and other structures.<br>d) Cleaning of drinking water equipments at the complex.<br>e) Cleaning and maintenance of sewage drains. Cleaning of drainage.<br>f) Removing the silt collected during the rainy season.<br>g) Prevention of stagnation of water in the premises.<br>h) Cleaning of Sub ways.<br>i) Naphthalene balls shall be replaced in all the urinals and washbasins frequently.<br>j) The toilets and urinals shall be cleaned with standard quality acid regularly and kept hygienically without giving any scope for complaints.<br>k) The staff has to wear uniform with name badge. |
| 59. | **<u>Penal Clause</u>:**<br>a. For every adverse report appears in print media as an independent report regarding upkeep of Bus station, penalty upto Rs.2,000/- shall be imposed. For every complaint that appears on readers' column of newspaper, with a fine of Rs.500/- shall be imposed.<br>b. If any of the above found to be not in specified condition / deficient by BMTC officer / official, a fine of Rs. 200/- will be imposed.<br>c. A fine of Rs. 500/- shall be imposed if there found to be any lapse in cleaning of premises/office room/rest room/garden/disposal of garbage/equipments/ furniture etc., a memo will be issued before imposition of this fine.<br>d. In case of personnel not deployed for cleaning work a fine of Rs. 100/- per worker per day will be imposed.<br>e. In case of failure to maintain cleanliness in Housekeeping and Toilet complexes by using specific Machines, Rs. 200/- Shall be imposed on each such day. |

## Deed of Agreement for Housekeeping and Toilet Complex
## Services of _____ Bus Station.

This Agreement made on this day of **MM-YYYY** between the BMTC represented by **The Chief Traffic manager**, **BMTC Central Offices, Shanthinagar, Bengaluru-560 027** hereinafter called the **"LICENSOR"** of the ONE PART (which term shall mean and include his successors, heirs and administrators in interest) and **Sri _____, (Residing)_____** hereinafter called the **"Licensee"** of the SECOND PART

(which term shall mean and include his/her successors, heirs and administrators in interest). WHEREAS the Licensor desirous of having its premises, fixtures and fittings therein particularly cleaned and serviced as per the terms & conditions.

According to the Terms & Conditions of Quotation Notification No:_____ Dated: DD.MM.YYYY. (through e- procurement portal and Quotation Procedure the Licensee Shown above has been selected for Cleaning & Maintenance Services of The Whole area of _____ **Bus Station (Description:_____ Sq. mtr) premises Including Toilet Complex.**

**NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:-**

1 This contract will be in force for 03 (Three) years from the **_____to _____** and the contract will cease automatically on expiry of **03 (Three)** years.

2 In consideration of the Licensee performing the said service to satisfaction of the Licensor, the Licensee shall pay to Licensor a sum of ₹ _____/-(Rs. _____ only) including GST all other taxes and Service charges as applicable. The basic rate is inclusive of all which includes wages to the employees as per Minimum wages act, Provident fund, ESI contributions, equipment required for Comprehensive property management, all other taxes levies and other incidental charges inclusive of Service tax. No Discount.

3 That in consideration of payment of ₹ **_____**/- **(Rupees _____ Only)** as Interest free security deposit. The Licensee deposited an Earnest Money Deposit amount of ₹ **_____/-** (Rs. _____ only) during the quotation through NEFT accounted under BMTC receipt No: **_____ Dated: DD.MM.YYYY** shall be treated as the part of Security Deposit. The balance Security Deposit of ₹ **_____/- (Rs _____ only)** is paid through **RTGS/NEFT Dated: DD.MM.YYYY** accounted under BMTC receipt **_____ Dated: DD.MM.YYYY** The Security Deposit will not carry any interest. The Security deposit will be refunded after successful completion of the agreement after adjusting the dues payable if any to BMTC.

4 Engaging of Child Labour is strictly prohibited.

5 **Payment**: The selected bidder shall pay the license fee for the completed month on or before the 5th day of next month for which the license fee is payable along with the applicable GST, electricity charges, water charges and other charges(If any). In case of delay or part payment licensee is liable to pay simple interest at 18% per annum. Nonpayment of license fee by the Licensee for a consecutive three months or nonpayment of arrears amount equivalent to three months licensee fee the licensor reserves the right to terminate the contract and the security deposit held in the Corporation shall be forfeited.

6 The works shall include cleaning and maintenance of bus stand premises, lawn, toilet complex, BMTC office, platforms including departure and alighting platforms, parking yard, crew rest room, bus stand roads, bus bays, pass counters, Traffic Controller room & its surroundings including sub-ways etc. (**Including Pay & Use Toilet Complex**).

7 The Licensee shall make his independent arrangements to provide such equipments or materials required for the satisfactory performance of the said services.

8 The Licensee shall make use of his own equipment, machineries and materials for the purpose of cleaning of the premises at _____ **Bus Station.**

a) The Licensee shall make arrangement to dispose the segregated dry & wet waste separately at his own cost.
b) The Licensee shall not dump the waste in BMTC/KSRTC/any other premises.

9 During the course of inspection, if the work is found unsatisfactory, BMTC reserves the right to impose the penalty on the Licensee for the unsatisfactory work rendered and initiate action to terminate the contract/ license without assigning any reasons and issuing notices besides forfeiting the Security Deposit.

10 The Cleaning Licensee shall post substitute labour in case of regular worker avails weekly off/ leave or abstained from duty.

11 The workers engaged for the service shall be present at the premises. In case the workers / supervisory staff are not found at the premises/ work spot at the time of inspection by the officers of BMTC, BMTC would impose penalty.

12 The Licensee shall not display or exhibit any advertisement or place in any part of the interior or exterior walls of the toilet complex and bus stand premises other than those permitted by the Licensor.

13 In case the Licensee desires to withdraw the agreement within the first year, BMTC reserves the right to forfeit the entire Security Deposit. After one year the Licensee can withdraw the agreement by giving 03 (three) months advance notice to the Corporation.

14 If BMTC desires to terminate the contract before the expiry period, it may do so by giving 01 (one) month prior notice to the Licensee.

15 The Licensee shall abide by all rules, regulations and orders that the Licensor or his authorized representatives may from time to time make or adopt for the care protection and administration of the bus station and the general welfare and comfort of its passengers, employees and others.

16 It shall be the responsibility of the Licensee to provide residential address and contact details if there is any change.

17 The Licensor shall have the right to revoke and in the event of breach of any of the terms and conditions of this agreement on the part of the Licensee, and also invoke in the best interest of the corporation.

18 **Electricity & Water Charges:**

a) BMTC will provide water for use of inmates/ cleaning of crew rest rooms, BMTC office, and for the cleaning of the bus stand premises. BMTC will provide Electricity needed for the cleaning of bus stand premises.
b) Whenever the water is supplied from BMTC from its own source the contractor shall pay 2% of the License fee/Meter readings towards the Water charges or as per the units consumed
c) In Case water is supplied by BWSSB the licensee shall pay the charges of water consumed proportionate to the units consumed (as per the meter/sub meter readings) as per the bill raised by BWSSB and shall not allow any arrears accrue.
d) If the Electricity and water is supplied by BMTC, the jurisdictional Depot manager/Bus stand in charges shall raise the bills on completion of the month to ensure the payment of bills within 15 days from the receipt of the same. Delay and part payment lead to simple penal interest at 18% pa.
e) If BMTC could not supply water to the contractor, the contractor shall make his own arrangements for the maintenance of housekeeping and toilet maintenance.

19 The Licensee shall maintain the required register, books and accounts etc., under various statutory enactment and laws applicable.
20 The Licensee shall clean the whole premises and get certified by stand incharge/ Assistant Traffic Manager in the prescribed register.
21 Employee attendance register maintained by the Licensee should be certified by the stand incharge/ Assistant Traffic Manager on daily basis.
22 The Licensee undertakes to carry out the job as per the specification and to entire satisfaction of the Licensor.
23 The Licensor shall not be liable for any liability, pecuniary or otherwise arising in any manner, during the course of the performance of the said service by the Licensee, its agents, representatives or labours.
24 The Licensor shall have the right to check, search or examine the person and the belongings of the employees, representatives and the agents of the Licensee while entering and leaving the said premises for the purpose of rendering the services as aforesaid.
25 The Licensee shall maintain a complaint/ suggestion book at public notified areas for remarks of the commuters/ public, and daily be submitted to concerned officer or any other superior officers of the Licensor.
26 The Licensee shall allow his agents, representatives or labours to enter into the bus stand for the purpose of rendering the said services. The Licensee shall be fully responsible for any loss or damage to property of the Licensor caused by any of Licensee workers & representatives and agrees/ undertakes to make good for loss or damage caused by his agents, representatives or labours while rendering the said services willfully or negligently or otherwise.

27 The Licensee agrees for the forfeiture of the Security Deposit in case of violation of any of the terms and conditions of this agreement of contract.
28 The Licensee agrees to undertake that he shall not claim to be a Lessee under this agreement at any point of time and subsequently involve in the Corporation in litigation.
29 The cleaning staff engaged by the Licensee shall wear shoes, uniform with overcoat and name badge.
30 The agents, representatives and employees of the Licensee shall not either interfere or cause inconvenience to the Licensor in its course of administering the said premises.
31 The Licensee also agrees not to approach the Civil Court on any account without the written consent of the Licensor and he expressly understands that the premises licensed is a public premises coming within the definition of the Karnataka Public Premises (Eviction of Unauthorized Occupants) Act and the Licensor are at liberty to invoke the provisions of the KTPP Act in case of breach of any of the conditions.
32 As per Supreme Court Order smoking in public premises is strictly prohibited. In case of violation of this clause will entail for termination of contract.
33 The Licensee agrees that after the expiry of the period of contract, he shall hand-over the possession of the premises voluntarily and he shall not obstruct the Licensor from taking possession by approaching the Civil Court or against floating fresh quotation.
34 The licensor shall not be responsible for any accident, injury etc caused to any worker appointed by the Licensee for the purpose of this contract during the course of discharging their duty under the employment of the cleaning Licensee.
35 The licensor is not liable for any claim whatsoever arising out of accidents, injury, and death of any Licensee Staff or any contingencies inviting liability. The cleaning contract or shall bind himself to abide by any legislation rules etc in governing his workmen and shall alone is liable for any claim arising there from independently.
36 The Licensee will be solely responsible for managing, supervising and co-ordinating for effective performance.
37 That on failure to render proper services to the satisfaction of the Licensor or breach of any conditions mentioned herein, the Licensor reserved the right to terminate the contract without giving any notice or assigning any reason.
38 BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the Licensee.
39 Nothing herein contained shall be construed as conferring upon the Licensee any right, title or any interest over, in or to the premises and property of the Licensor.
40 The Licensee undertakes to employ contract labour under license as required by the provisions of the contract labour (Regulations and Abolition) Act.1970 and provides welfare and health amenities as per the provisions of the Chapter V of the Act under prior intimation to the Licensor. Further, the Licensee undertakes

to ensure that the employees engaged by it are covered by all the enhancements that are in force from to time.

41 The Licensee has to ensure that the workers are undergone Health checkup twice a year copy of the same to be submitted to BMTC.

42 The wages paid to the employees engaged shall be strictly confirm to the provisions of the Minimum Wages Act pertaining to House Keeping Safai Karmacharis, underground drainage, floor, terrace, bath room& toilet and other workers engaged in similar kinds of work. The monthly payments shall be made directly through their individual Bank accounts only. The Licensee is required to provide the bank account statement of wages paid to the labourers every month.

43 The Licensee shall provide Identity Cards to his Individual Workers and also safety equipment/gadgets as per norms.

44 In case of breach of terms and conditions of the agreement Licensor reserves the right to terminate the contract and forfeit the security deposit.

45 A) In case of any dispute arising between the parties in respect of the interpretation or performance or termination of license or aggrieved by the any terms and conditions of the agreement the same shall be referred to the Managing Director of the BMTC to settle the dispute and whose decision shall be final and conclusive.

B) If the dispute is not settled amicably the aggrieved party shall approach the appropriate Arbitration and Conciliation Centre, Bengaluru under the Arbitration and Conciliation Act-1996 to resolve the dispute between the parties. The decision of Arbitrator shall be final and binding on both the parties.

46 Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction

Bengaluru City Civil Courts.

47 **Penal Clause:**

a. For every adverse report appears in print media as an independent report regarding upkeep of Bus station, penalty upto Rs.2,000/- shall be imposed. For every complaint that appears on readers' column of newspaper, with a fine of Rs.500/- shall be imposed.

b. If any of the above found to be not in specified condition / deficient by BMTC officer / official, a fine of Rs. 200/- will be imposed.

c. A fine of Rs. 500/- shall be imposed if there found to be any lapse in cleaning of premises/office room/rest room/garden/disposal of garbage/equipments/ furniture etc., a memo will be issued before imposition of this fine.

d. In case short number of personnel deployed for cleaning work a fine of Rs. 100/- per worker per day will be imposed.

e. In case of failure to maintain cleanliness in Housekeeping and Toilet complexes by using specific Machines, Rs. 200/- Shall be imposed on each such day.

48 **Equipments of cleaning:**

i. Single disc scrubber
ii. Single trolley Mop
iii. Ladder
iv. Disinfectant spraying Machine

49 The work should be in conformity with the terms prescribed in the agreement. If the work is not carried out as per the agreement, then BMTC reserves the right to Black List such firms/Licensee.

50 The following documents attached hereto shall be deemed to form and be read and construed an integral part of this Contract:

a. The following Appendices:

Schedule A: Breakdown of Contract Price

Schedule B: Notification of Award and Letter of Acceptance

Schedule C: Any modification, addendum, pre-bid meeting proceedings

All other terms & conditions notified with the notification published are valid and applicable.

IN WITNESS WHEREOF, the parties to the Agreement have signed this Deed on the day month and year day first above mentioned. A Xerox copy of the agreement signed by both the parties has been delivered to the Licensee.

| **Licensor** | **Licensee** |
|---|---|
| **Chief Traffic Manager(COM)** | **(  )** |
| Witness: | Witness: |
| 1) | 1) |
| 2) | 2) |

**SECTION III: FORMATS FOR SUBMISSION OF TENDERS**

**Tech Form – 1 Letter of Tender**

*[To be submitted on the letterhead of the Tenderer]*

Dated:

To

**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027.

Dear Sir,

**Sub**: **Tender for Selection of a Licensee for Maintenance of Housekeeping and Toilet Complex at .....Bus Station, Bengaluru**

1 With reference to your Tender document dated_____, I/We, having examined the Tender Documents and understanding their contents, hereby confirm that I/we have no reservations to the Tender Documents, including Addenda.

2 I/ We acknowledge that the Licensor will be relying on the information provided in the Tender submitted by us and the documents accompanying the Tender for selection of the Licenseefor the aforesaid Service, and I/ We certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

3 I/We shall make available to the Licensor any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

4 I/We acknowledge the right of the Licensor to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5 I/We declare that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.

6 I/We declare that we do not have any conflict of interest and that we are not insolvent/bankrupt.

7 I/ We understand that you may cancel the selection process at any time and that you are bound neither to accept any Tender that you may receive nor to invite the Tenderer(s) to Tender for the Services, without incurring any liability to the Tenderer(s).

8 I/ We believe that we satisfy the Pre Qualification Criteria and meet the requirements as specified in the Tender Document.

9 In the event of me/ us being declared as the Successful Tenderer, I/ We agree to enter into a License Agreement in accordance with the draft that has been provided by the Licensor. I/ We agree not to seek any changes in the aforesaid draft License Agreement and agree to abide by the same.

10 I/ We have studied all the Tender Documents carefully and also are aware of the site where the services are required to be provided. I/ We understand that except to the extent as expressly set forth in the draft License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Licensor or in respect of any matter arising out of or relating to the selection process including the award of the License.

11 [I/ We offer an Earnest Money Deposit of [INR _____/-] (Rupees _____ Only) for the Services for which we have submitted the Tender (s) in accordance with the Tender Document.

12 The documents comprising the Tender, as specified in the Tender Document, have been submitted in the manner set out in the Tender Document.

13 I/ We have been in similar business of operation and maintenance of Housekeeping and Toilet Complex at least 1 (One)] Financial Years (i.e Financial Years 2021-2022, 2022-23 and 2023-24) preceding the Last Date for submission of Tenders.

14 The License Fee has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document; draft License Agreement, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.

15 I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

16 I/ We shall keep this offer valid for 180 (One Hundred Eighty) days from the last date of submission of Tenders as specified in the Tender Document.

17 I/ We certify that I/ We have not been blacklisted/debarred by Procurement Entity, Central, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

18 I/ We agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service.

In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours Faithfully,

Date: **(Signature of the Authorised Signatory)**

Place: **Name and seal of Tenderer**

**Tech Form – 2 Details of the Tenderer**

*[To be submitted on the letter head of the Tenderer]*

1. **Tenderer Details**

(a) Name:
(b) Country of incorporation:
(c) Corporate Identity Number:
(d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
(e) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
(f) Date of incorporation and/or commencement of business:

2. **Bank Details**

(a) Name of the Holder
(b) Bank Account No.
(c) Name of the Bank
(d) Branch Name
(e) IFSC Code

3. Brief description of the Tenderer including details of its main lines of business and proposed role and responsibilities in these Services:

4. Details of individual(s) who will serve as the point of contact/communication for the Licensor:

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
(h) Mobile:

5. Particulars of the Authorised Signatory of the Tenderer:

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
(h) Mobile:

6. Taxation Registrations:

(a) PAN number:
(b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc):
(c) GSTIN number:.....in Consignor and Consignee States
(d) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):.....

7. The following information shall also be provided:

| No. | Criteria | Yes | No |
|---|---|---|---|
| 1. | Has the Tenderer been blacklisted/barred by Procurement Entity/ State Government, or any entity controlled by it, from participating in any Tender. | | |
| 2. | If the answer to 1 is yes, does the bar subsists as on the date of submission of the Tender. | | |

8. A statement by the Tenderer disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

| Year | Name of Work/ Assignment | Name of Licensor with Contact details | Agreement No. and Date | Value of Agreement in INR | Date Completed | Nature of Litigation | Final Award |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |

9. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

**Note:**

Tenderer shall fill in this Form in the format provided above. No alterations to its format shall be permitted, and no substitutions shall be accepted.

**Signature of Tenderer with Date and Official Seal**

**(Name and Designation)**
**Duly authorized to sign the Tender on behalf of**
**(Name & address of the Tenderer and Seal of the Company**

**Tech Form – 3 Power of Attorney for Signing of Tender**

*[To be submitted on INR 200 rupees Non-Judicial Stamp Paper]*

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for "**Selection of a Licensee for Maintenance of Housekeeping and Toilet Complex at _____Bus Station, Bengaluru "**, proposed by the Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation(the "**Licensor**") including but not limited to signing and submission of all applications, Tenders and other documents and writings, and providing information/responses to the Licensor, representing us in all matters before the Licensor, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the Licensor in all matters in connection with or relating to or arising out of our Tender for the said Service and/or upon award thereof to us and/or till the entering into the License Agreement with the Licensor.

AND

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For_____
(Signature)
(Name, Title and Address)

Witnesses:

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

*Notes:*
*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*

**Tech Form – 4 Checklist of Documents to be submitted**

| Sl No | Heading | Documentary Proofs | Submitted YES/NO |
|---|---|---|---|
| 1 | Details of Registration | Furnish a copy of the following valid registration certificate issued by the concerned authority<br>a. Registration with the Department of Labour.<br>b. RegistrationunderEmployees'ProvidentFundsandMiscellaneousProvidentAct, 1952.<br>c. Registration under Employees State Insurance Act, 1948.<br>d. Registration under the Goods and Service Tax (GST).<br>e. Registration under Professional Tax.<br>f. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961. | |
| 2 | Tech Form 1 | Letter of Tender | |
| 3 | Tech Form 2 | Details of the Tenderer | |
| 4 | Tech Form 3 | (In case of Society and Company)<br>Power of Attorney for Signing of Tender | |
| 5 | Tech Form 4 | Checklist | |

## ANNEXURE - I

The details of Bus stations, Earnest License Fee has to be quoted (H1) & EMD are as below:

| Sl.No | Name of Bus Station | Establishment | Sq.mt | LF | EMD in Rs. |
|---|---|---|---|---|---|
| 1. | Kavalbyrasandra | House Keeping Including Toilet complex | 1,049.69 | - | 10,000 |
| 2. | Kumarswamy layout | House Keeping Including Toilet complex | - | - | 10,000 |
| 3. | Austin Town | House Keeping Including Toilet complex | 1,359 | - | 10,000 |
| 4. | Mallasandra | House Keeping Including Toilet complex | 5,392.77 | - | 10,000 |
| 5. | NR Colony | House Keeping Including Toilet complex | 1,766.52 | - | 10,000 |
| 6. | Yelahanka New Town | House Keeping Including Toilet complex | 2,330.5 | - | 10,000 |
| 7. | Chikkamaranahally | House Keeping Including Toilet complex | 3,236.9 | - | 10,000 |
| 8. | Malleshwaram 18th cross | House Keeping Including Toilet complex | 1,156 | - | 10,000 |
| 9. | Singapura | House Keeping Including Toilet complex | 2,209.9 | - | 10,000 |
| 10. | Yelahanka 5th Phase | House Keeping Including Toilet complex | - | - | 10,000 |
| 11. | Vidyaranyapura | House Keeping Including Toilet complex | 2,888.24 | - | 10,000 |

**Sd/-**
**Chief Traffic Manager (Com)**

**(Tender Inviting Authority)**

## SECTION VI: SCHEDULES

**Schedule A –Breakdown of Contract Price in Indian Rupees**

**Schedule B – Notification of Award/Letter of Intent**

**Schedule C- Tender Document, Corrigendum, Addendum to be enclosed**